

5912 12th STREET CONDOMINIUM
DECLARATION

THIS DECLARATION is made this 16th day of March, 2016 pursuant to the District of Columbia Condominium Act of 1976, Technical and Clarifying Amendment Act of 1992, by 5912 9th Street NW LLC (collectively, "Declarant").

1. Submission of Property. The Declarant hereby submits the Land located on Lot 25 in Square 2986 commonly known as 5912 9th Street, N.W., Washington, D.C. 20011, and more particularly described in Exhibit A to this Declaration, together with the building and improvements thereon, and owned by the Declarant in fee simple absolute (hereinafter called the "Property"), to the provisions of the District of Columbia Condominium Act of 1976, Technical and Clarifying Amendment Act of 1992, to create a plan of condominium ownership of the Property. The Property is shown on the Condominium Plat and Plans recorded in the Office of the Surveyor of the District of Columbia in Condominium Book 91 at page 22.

2. Name and Address of Condominium. The name of the Condominium is: 5912 9th Street Condominium. The address of the Condominium is: 5912 9th Street, N.W., Washington, D.C. 20011.

3. Definitions. The following terms used in this Declaration and in the other documents constituting the Condominium Instruments are intended to be consonant with the meanings ascribed to them by the Condominium Amendment Act and are defined as follows:

"Association" or "Unit Owners Association" means all of the Unit Owners acting as a group in accordance with the Bylaws.

"Board of Directors" means the executive organization established by the Bylaws to act for the Association in governing the Condominium.

"Building" means the building designed for residential use, as shown on the Condominium Plat, and containing Units which comprise part of the Condominium.

"Bylaws" means the set of bylaws recorded concurrently with this Declaration, providing for the self-government of the Condominium by the Association in accordance with the Condominium Amendment Act, and such amendments thereto as may be recorded from time to time pursuant to the provisions of the Condominium Amendment Act.

"Common Elements" means all portions of the Property other than the Units, as more fully set forth in Section 7.

"Common Expenses" means all lawful expenditures made or incurred by or on behalf of the Association, together with all lawful assessments for the creation and maintenance of reserves made pursuant to the provisions of the Condominium Instruments.

"Condominium" means the Property and any incident thereto or interest therein which is more particularly described in Section 1 and which is being submitted to the provisions of the Condominium Amendment Act by the recording of this Declaration and the other Condominium Instruments.

"Condominium Amendment Act", "Condominium Act" or "Act" means The Condominium Act of 1976 Technical and Clarifying Amendment Act of 1992, as amended from time to time.

"Condominium Instruments" means this Declaration, the Bylaws, the Condominium Plat and the Condominium Plans, and any and all exhibits, schedules or certificates thereto, and all amendments thereto which are recorded pursuant to the provisions of the Condominium Amendment Act.

"Condominium Plat" means one or more plats of survey of the Condominium, and any amendments thereof, made and recorded in accordance with Section 214(a) of the Condominium Amendment Act.

"Condominium Plans" means the plans of the Building showing each Unit, and any amendments thereof, made and recorded in accordance with Section 214(b) of the Condominium Amendment Act.

"Condominium Unit" means a Unit together with the Percentage Interest in the Common Elements appertaining to that Unit.

"Declaration" means this instrument and such amendments hereof as may be recorded from time to time.

"First Mortgagee" means the holder of any first mortgage or the beneficiary under any first deed of trust encumbering a Unit. The term "mortgage" is deemed to include the term "deed of trust".

"General Common Elements" means all Common Elements other than the Limited Common Elements.

"Identifying Number" means one or more letters or numbers, or both, that identifies only one Unit in the Condominium.

"Land" means the real property described in Exhibit A to this Declaration, exclusive of- the Building, and all easements and rights appurtenant thereto.

"Limited Common Elements" means a portion of the Common Elements reserved for the exclusive use of one or more, but less than all, of the Units.

"Par Value" means the number of points assigned to each Unit by this Declaration, as set forth in Exhibit B to this Declaration.

"Percentage Interest" means the undivided interest (stated as a percentage) of each Unit in the Common Elements, as set forth in Exhibit B to this Declaration.

"Person" means a natural person, corporation, partnership, association, trust or other entity capable of holding title to real property, or any combination of any of the foregoing.

"Record" or any form of the verb "to record" means recordation in substantial accordance with the provisions of those laws codified in Title 42 of the District of Columbia Code or in substantial accordance with the requirements of the Office of the Surveyor of the District of Columbia.

"Residential Unit" means a Condominium Unit which may be used only as a private residence.

"Rules and Regulations" means those rules and regulations adopted from time to time by the Association that are deemed necessary for the enjoyment of the Condominium, provided they are not in conflict with the Condominium Amendment Act or the Condominium Instruments.

"Unit" means a portion of the Condominium designed and intended for individual ownership as described in Section 5 of this Declaration and consists of any one of those portions of the Condominium which is separately identified by an Identifying Number and separately shown on the Condominium Plans.

"Unit Owner" means one or more persons who own a Condominium Unit in fee simple, including, in a proper case, the Association.

4. Building. The location and dimensions of the Building on the Land are shown on the Condominium Plat. The Building contains five (5) Residential Units.

5. Description and Dimensions of Units.

5.1 Identifying Number, Par Value and Percentage Interest. The Identifying Number, Par Value and Percentage Interest of each Unit are set forth in Exhibit B to this Declaration.

5.2 Dimensions of Residential Units. Each Unit consists of the volumes or cubicles of space which are enclosed by the lower, upper and lateral or perimetrical boundaries described as follows:

Lateral or Perimetrical Boundaries of Residential Units: The dimensions of the lateral (perimetrical) boundaries, the Identifying Number and the relative location of each Unit are shown on the Condominium Plans. The lateral or perimetrical boundaries of a Unit are vertical planes which coincide with the surfaces of the perimeter walls, (i.e. metal studs or wood studs behind the wall board and masonry behind the plaster) and the walls dividing the Residential Units from each other, and the walls dividing the Units from the Common Elements, extending to intersect the upper and lower boundaries of the Units.

Upper and Lower Boundaries of Units: The upper and lower boundaries of the Residential Units shall be the following boundaries extended to an intersection with the vertical (perimetric) boundaries.

(1) Upper Boundary: The horizontal plane of the bottom surface of the floor or roof joists (as the case may be), or other systems used to fasten ceiling materials to the same.

(2) Lower Boundary: The horizontal plane of the top surface of the undecorated or unfinished concrete floor or wood or plywood underlayment floor.

5.3 Items Included in each Residential Unit. Each Residential Unit contains: (i) all non-structural interior partition walls located within the boundaries of the unit, excepting such part as may comprise part of the common elements; (ii) the decorated surfaces of all boundary walls, ceilings and floors, including wallpaper, painting, interior brick surface, wallboard, plaster, ceramic tile and hardwood flooring and all other finishing materials; (iii) all immediately visible fixtures, appliances, and cabinets, and the windows; (iv) all mechanical and electrical systems and equipment, heating and air conditioning systems serving the unit, commencing at the point of disconnection from the structural body of the building and from utility lines, and the air handling unit, compressor, cooling coil and thermostat serving that unit, if any (v) water, sewage, waste and vent pipes located within the boundaries of the unit and serving only that unit; (vi) those portions of all chutes, ducts, flues, conduits, wires, bearing walls, hearing columns, or any other apparatus or structure lying partially within and partially outside of the designated boundaries of a unit, but serving only that unit (any portions thereof serving more than one unit or any portion of the common elements is deemed a part of the common elements); and (vii) all doors serving the unit. Mechanical equipment and appurtenances located outside of any unit, but designed to serve only that unit, such as heating equipment or air conditioning equipment, compressors, condensers, and the like, if any, shall be considered a part of the unit and not a part of the common elements. Each unit shall also have an undivided interest in the common elements.

5.4 Items Excluded from each Residential Unit. A unit shall be deemed not to include: pipes (except water and sewage pipes located within the boundaries of a Unit and serving only that Unit), wires, conduits and other public utility lines, ventilation or other ducts, bearing walls and structural portions of the Building running through a Unit which are utilized or serve more than one Unit or a Unit and the Common Elements, and all other property and fixtures of any kind which is not removable without jeopardizing the soundness, safety or usefulness of the remainder of the Condominium.

6. Common Elements Located Inside of Unit Boundaries. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Unit Owners of all other Units to use the pipes, ducts, cables, wires, flues, conduits, public utility lines, water heaters and other Common Elements serving such other Units or the Common Elements and located in such Unit. The Board of Directors and its designees shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

7. Common Elements. The Common Elements consist of all portions of the Property other than the Units. The Common Elements are classified as either General Common Elements or Limited Common Elements.

7.1 General Common Elements. The General Common Elements consist of all Common Elements other than Limited Common Elements, and include, without limitations (i) the Land; (ii) the foundations, roof, slabs, floors, ceilings, perimeter walls, structural interior walls, and, if applicable, heating equipment, equipment and meter room, entry foyer, corridors and common stairs, water meter, electric room, lobby intercom system, fire alarm system, hallways, hallways electrical and lighting systems, antenna, pipes (except water and sewage pipes located within the boundaries of a Unit and serving only that Unit), water mains, wires, conduits, air ducts, lateral serving stacks, public utility lines and meters not owned by the utility suppliers, other service installations regardless of location; maintenance and storage areas; and (iii) trees, shrubbery, steps, exterior lighting and other exterior devices of common use or necessary to the existence, upkeep, use and safety of the Building and other Condominium property.

7.2 Limited Common Elements. The Limited Common Elements are those Common Elements which are reserved for the exclusive use of a specific Unit or Units. The Limited Common Elements are set forth on the Plats and Plans, and may include, but are not limited to, certain storage areas, patios, terraces, lobby areas, roof decks, and such other areas as are depicted on the Plats and Plans as Limited Common Elements. The Unit or Units to which particular Limited Common Elements are appurtenant are also designated on the Plats and Plans.

All assignments and reassignments of Limited Common Elements shall be reflected by the condominium instruments and/or the Plats and Plans and in accordance with the applicable provisions of the District of Columbia Code. No limited common element shall be assigned or reassigned except in accordance with the District of Columbia Code; however, the Declarant reserves the right to make the initial assignment of every limited common element.

8. Ownership and Use of the Common Elements.

8.1 Allocation of Percentage Interests. Each Unit is allocated a Percentage Interest in the Common Elements equal to the Par Value assigned to that Condominium Unit in Section 9 and set forth in Exhibit B to this Declaration. The Percentage Interest in the Common Elements shall not be separated from the Unit and shall be deemed to be conveyed or encumbered with the Unit even though such undivided interest is not expressly mentioned or described in the document of conveyance or encumbrance.

8.2 Use of Common Elements. The use of the Common Elements shall be limited to the Unit Owners, to their tenants and to their guests, invitees and licensees and shall be governed by the Condominium Instruments and the Rules and Regulations.

8.3 No Revocation, Abandonment or Partition. The Common Elements shall remain undivided and shall not be abandoned by act or omission and no Unit Owner or other person may bring any action for partition or division of the Common Elements unless the condominium regime is terminated pursuant to the procedures set forth in the Condominium amendment act.

8.4 Suspension and Limitation of Use. The Association (acting by and through the Board of Directors) may suspend or limit the right of any Unit Owner or other person to use any part of the Common Elements upon failure of such Unit Owner or other person to observe the provisions of the Condominium Instruments and the Rules and Regulations governing the use of the Common Elements.

9. Assignment of Par Value and Allocation of Percentage Interest to Each Unit. Each Condominium Unit is identified in Exhibit B to this Declaration by a separate Identifying Number. Each Unit is assigned the Par Value (points) and is allocated the Percentage Interest set forth opposite the Identifying Number of that Condominium Unit in Exhibit B to this Declaration. The Par Value of each Unit is based on several factors including the approximate square footage and certain other amenities and characteristics associated with that Unit. The Par Value of a Unit shall not be deemed to reflect or control the sales price or fair market value of any Unit, and no opinion, appraisal or fair market transaction shall affect the Par Value of any Unit or any Percentage Interest, liability for Common Expenses or rights to Common Profits assigned or allocated on the basis of Par Value.

10. Easements for Encroachments. To the extent that any Unit or Common Element encroaches on any other Unit or Common Element, whether by reason of any deviation from the Condominium Plat and Condominium Plans in the construction, repair, renovation, restoration or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement shall exist for the encroachment and for the maintenance of the same, so long as the encroaching Unit or Common Elements stand. A valid easement shall not relieve a Unit Owner of liability for his or his agent's negligence or intentional acts in cases of willful and intentional misconduct by him or his agents or employees. In the event any Unit, any adjoining Unit, or any adjoining Common Elements shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then constructed, reconstructed or repaired, encroachment of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or Common Elements resulting from such reconstruction, construction or repair shall be permitted, and valid easements for such encroachment and the maintenance thereof shall exist so long as the encroaching improvements shall stand.

11. Easement of Support. Each Unit and the Common Elements shall have an easement of support from every other Unit and the Common Elements.

12. Easement to Facilitate Sale. The Declarant and the Declarant's authorized agents, representatives and employees, shall have an easement to use any Units owned by the Declarant as sales offices, management offices and model Units in the Condominium, and Declarant shall have the right to relocate from time to time such sales offices, management offices and model Units to any other Units owned by the Declarant; but this easement shall cease upon Declarant's ceasing to be a Unit Owner.

13. Use of Units and Compliance with Condominium Instruments. A Unit shall be used only in accordance with applicable zoning law and for no other purpose. All present and future Unit Owners, tenants and occupants of Units and any person who uses any part of the Condominium in any manner, are subject to, and shall comply with, the provisions of the Condominium Instruments and the Rules and Regulations. The acquisition, rental or occupancy of a Unit or the use of any part of the Condominium by any person shall constitute his agreement to be subject to and bound by the provisions of the Condominium Instruments and the Rules and Regulations, and such provisions shall be deemed to be enforceable equitable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated in full in each and every deed of conveyance or lease thereof. Failure to comply with any of such provisions shall be grounds for legal and equitable relief, maintainable by the Association (or the Board of Directors acting on the Association's behalf) or, in a proper case, by an aggrieved Unit Owner. In any such action at law or in equity which is successfully brought by or on behalf of the Association, the Association shall be entitled to recover all reasonable costs and expenses of any such action, including reasonable attorney's fees.

14. Alterations. A Unit Owner shall not make any structural additions, structural improvements or structural alterations within his Unit or do anything which would change the exterior appearance of his Unit or any other portion of the Condominium except with the express written consent of the Board of Directors.

15. Amendments.

15.1 Amendments by Declarant. The Declarant reserves the right to amend the Condominium Instruments as long as there is no Unit Owner other than the Declarant.

15.2 Amendments by Unit Owners. At such time as there is a Unit Owner other than the Declarant, this Declaration may be amended by agreement of Unit Owners of Units to which two-thirds of the votes in the Association appertain, provided, however, that any such amendment shall have been approved in writing by the First Mortgagees holding mortgages encumbering 75% or more of the Units encumbered. No such amendment shall become effective until it is recorded. At such time as there is a Unit Owner other than the Declarant, no amendment to the Condominium Instruments shall change the Percentage Interest, the liability for Common Expense, the rights to Common Profits or the votes in the Association appertaining to any Unit, except to the extent expressly permitted or expressly required by the Condominium Amendment Act and subject to the provisions and requirements of the Act.

15.3 FHLMC, FNMA, VA OR FHA. Notwithstanding anything contained in either the Declaration or the By-Laws, this Declaration and By-Laws may be amended by the affirmative vote of a majority of the Unit Owners Association at any regular or special meeting of the Association without further action by the First Mortgagees where such amendment is necessary in order to comply with the requirement of the Federal National Mortgage Home Association (hereinafter referred to as "FNMA"), or the Federal Home Loan Mortgage Corporation (hereinafter referred to as "FHLMC") or the Veterans Administration (hereinafter referred to as "VA"), or the Federal Housing Administration (hereinafter referred to as "FHA"), (the Board of Directors being hereby designated as attorney-in-fact for all of the Unit Owners and First Mortgagees to adopt such amendments and to authorize one or more of the officers of the Unit Owners Association to accomplish such amendment); provided, however, that where such amendment in any way abridges the rights of the First Mortgagees as set forth in the By-Laws, the concurrence of all such affected First Mortgagees to such an amendment shall be required.

15.4 Other Amendments. Notwithstanding anything herein to the contrary, the Condominium Instruments may also be amended in accordance with the provisions of Section 42-1902.27 of the Act.

16. Relocation of Mutual Boundaries. The Unit Owners of adjoining Units may relocate the mutual boundaries between such Units in accordance with and subject to the provisions of the Condominium Amendment Act and the Condominium Instruments, as amended from time to time. This right shall include the right of an owner of two or more adjacent Residential Units to combine such units into one (1) Residential Unit, provided in such an event the Percentage Interest and Par Value allocated to the affected units shall be reallocated entirely to the combined Unit, the Unit Owner requesting the combination shall pay all fees associated with any amendments required to be filed by the Association to effect the combination of such units, and the Unit Owner shall obtain the consent to any alterations to the Units required to combine such Units in accordance with the terms of the Bylaws for the Condominium.

17. Consent of First Mortgagees. As further set forth in the Association Bylaws, unless at least fifty-one percent (51%) of the First Mortgagees (based upon one vote for each mortgage owned) have given their prior written approval the Association shall not be entitled to: (a) by act or omission, seek to abandon or terminate the condominium regime; (b) change the pro rata interest or obligations of any Unit for purposes of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of each (Unit's ownership in the Common Elements; (c) partition or subdivide any unit; (d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Federal or local law or ordinance, decree, order, judgment or otherwise, the remainder shall be unaffected thereby. Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause); or (e) use hazard insurance proceeds for losses to the Property (whether to Units or Common Elements) for other than the repair, replacement or reconstruction of such improvements.

18. Priority of First Mortgagees. No provision of this Declaration, the Bylaws or the Rules and Regulations shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of First Mortgagees of the Condominium Units pursuant to their first mortgages in the case of the distribution to Unit Owners of the insurance proceeds or condemnation awards for losses to or a taking of Units or the Common Elements, or any portions thereof.

19. Changes by Declarant. Nothing contained in this Declaration shall be (deemed to impose upon the Declarant or its successors or assigns any obligation of any nature to build, construct or provide any additions to the Condominium hereby created.

20. Liability for Assessments. A Unit Owner shall be personally liable for all lawful assessments, or installments thereof, levied against his Condominium Unit which become due while he is the owner of a Unit; and this liability of the Unit Owner is in addition to the Association's statutory lien on the Condominium Unit for such assessments. No Unit Owner may exempt himself or his Unit from such liability with respect to the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by abandonment of his Unit or otherwise.

21. Rights and Powers of Successors Or Assignees. The rights and powers reserved to or exercisable by the Declarant under the Condominium Instruments or the Condominium Amendment Act may be exercised by any successor or assignee of the Declarant (i) who acquires title from Declarant by foreclosure, or other judicial sale or deed in lieu of foreclosure or (ii) to whom the Declarant specifically assigns such rights and powers.

22. Captions. The captions (paragraph headings) are used solely as a matter of convenience and shall not define, limit or expand any term or provision of this Declaration.

23. Gender; Number. Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and any gender shall be deemed to include all genders.

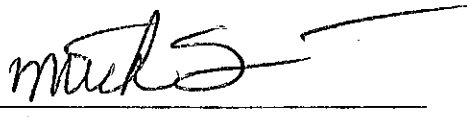
24. Exhibits. Exhibits A and B attached to this Declaration are an integral part of this Declaration.

25. Invalidity and Severability. It is the intention of the Declarant that the provisions of this Declaration are severable so that if any provision is invalid or void then that provision alone shall be stricken and the remaining provisions shall survive and shall be enforceable in accordance with their terms.

In Witness Whereof, on this 16th day of March, 2016 the Declarant has caused this Declaration to be executed.

DECLARANT

5912 9TH STREET NW LLC

By: 

Mick Frasier
Managing Member

CITY OF WASHINGTON)
) TO WIT:
DISTRICT OF COLUMBIA)

I HEREBY CERTIFY, that on this 16th day of March, 2016, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Mick Frasier known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing Declaration to be the authorized act of the Declarant, and in my presence signed and sealed the same.

In Witness Whereof, I hereunto set my hand and official seal.


Notary Public

My Commission Expires: 09-30-2020

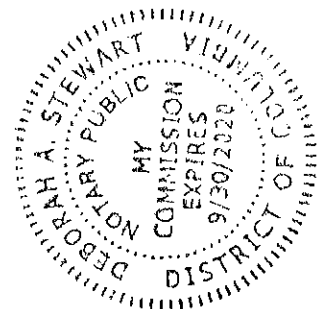


EXHIBIT A TO DECLARATION OF 5912 9th STREET CONDOMINIUM

Legal Description

Lot 25 in Square 2986 in the subdivision made by Evelyn E. Smith, as per plat recorded in Liber No. 104 at Folio 22 of the records of the Office of the Surveyor for the District of Columbia.

EXHIBIT B TO DECLARATION OF 5912 9th STREET CONDOMINIUM

Resident Unit Number	Par Value	Percentage Interest
1	20	20%
2	20	20%
3	20	20%
4	20	20%
5	20	20%

Doc #: 2016064816
Filed & Recorded
06/27/2016 03:36 PM
IDA WILLIAMS
RECORDER OF DEEDS
WASH DC RECORDER OF DEEDS
RECORDING FEES \$25.00
SURCHARGE \$6.50
TOTAL: \$31.50